

**Emergency Financial Manager of the City of Ecorse
(Directive No. 036)**

**ORDER OF THE EMERGENCY FINANCIAL MANAGER OF THE
CITY OF ECORSE, COUNTY OF WAYNE, STATE OF MICHIGAN,
AUTHORIZING AND APPROVING AUDITING SERVICE
CONTRACT WITH REHMANN ROBSON LOCATED AT 675
ROBINSON RD., JACKSON, MI 49203.**

WHEREAS, under the Local Government Fiscal Responsibility Act, Act 72, Public Acts of Michigan, 1990, as amended ("Act 72") and a Contract (the "Contract") between the State of Michigan and Joyce A. Parker, dated October 30, 2009, Joyce A. Parker has been appointed as the Emergency Financial Manager (the "EFM") of the City of Ecorse, County of Wayne, Michigan (the "City") and charged with the power to take actions with respect to the City, including the power to exercise the authority and responsibilities of the Mayor, as Chief Administrative Officer of the City, and of the City Council, as the governing body of the City, concerning the adoption, amendment and enforcement of ordinances or resolutions affecting the financial condition of the City as provided in the Home Rule City Act, Act 279, Public Acts of Michigan, 1909, as amended ("Act 279"); and

WHEREAS, pursuant to Act 72 and the Contract, the EFM, as the Chief Administrative Officer of the City, is authorized to, among other things, make, approve, or disapprove any appropriation, contract, expenditure, or loan for the City as she may deem necessary within her sole discretion to accomplish the purposes of Act 72; and

WHEREAS, the EFM solicited bids for services related to, among other things to perform auditing services for the City of Ecorse.

WHEREAS, Rehmann Robson a Michigan corporation, duly qualified to provide Auditing services in the State of Michigan, submitted the winning bid for auditing services within the City; and

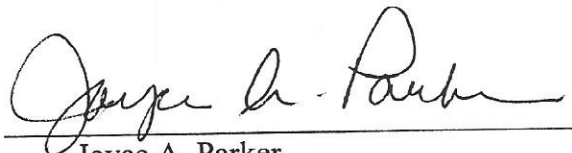
WHEREAS, the EFM has determined it is the best financial interest of the City to contract with Rehmann Robson of Jackson to provide auditing services.

WHEREAS, pursuant to Act 72, the EFM desires to authorize the officers, agents and employees of the City, including legal counsel to the City to negotiate the terms of the contract with Rehmann Robson but subject to the parameters set forth in the Order, and upon finalization of the contract to authorize the EFM to execute and deliver the contract on behalf of the City.

NOW THEREFORE, BE IT ORDERED BY THE EMERGENCY FINANCIAL
MANAGER OF THE CITY OF ECORSE, PURSUANT TO ACT 72 AND THE CONTRACT,
THAT:

1. Negotiations of Contract Terms and Preparation of Contract. Pursuant to Act 72, the officers, agents and employees of the City are each hereby authorized and directed to negotiate the terms of an Auditing Service Contract with Rehmann Robson of Jackson to provide auditing services within the City, in accordance with the bid submitted by Rehmann Robson and to cause said contract to be prepared with such modifications that shall be acceptable to the EFM, and approved by legal counsel to the City, subject to the following parameters:
 - (a) The contract shall commence on September 28, 2010.
 - (b) The cost to the City for the auditing services pursuant to the contract shall be as provided in the proposal submitted by Rehmann Robson.
2. Approval, Execution and Deliver of Contract. The EFM is hereby authorized and directed to execute and deliver the final Auditing Contract on behalf of the City, and upon execution, the contract shall become a valid and binding contract of the City, in accordance with its terms.
3. Authorization of Other Necessary Action. The Mayor, The Finance Director, the Treasurer and the City Clerk are hereby authorized and directed on behalf of the City to take any and all other actions, perform any and all acts and execute any and all documents as directed by the EFM as shall be necessary or desirable to implement this Order.
4. Repeal. All orders of the EFM, resolutions of the City Council of the City, and parts of resolutions or orders in conflict with this Order are hereby repealed to the extent of such conflict.

SO ORDERED this 5th day of October, 2010.



Joyce A. Parker
Emergency Financial Manager
City of Ecorse

**Emergency Financial Manager of the City of Ecorse
(Directive No. 037)**

**ORDER OF THE EMERGENCY FINANCIAL MANAGER OF THE CITY OF
ECORSE, COUNTY OF WAYNE, STATE OF MICHIGAN, AUTHORIZING
AND APPROVING A CONTRACT FOR FORENSIC AUDIT SERVICES
PROVIDED BY REHMANN ROBSON.**

WHEREAS, under the Local Government Fiscal Responsibility Act, Act 72, Public Acts of Michigan, 1990, as amended ("Act 72") and a Contract (the "Contract") between the State of Michigan and Joyce A. Parker, dated October 30, 2009, Joyce A. Parker has been appointed as the Emergency Financial Manager (the "EFM") of the City of Ecorse, County of Wayne, Michigan (the "City") and charged with the power to take actions with respect to the City, including the power to exercise the authority and responsibilities of the Mayor, as Chief Administrative Officer of the City, and of the City Council, as the governing body of the City, concerning the adoption, amendment and enforcement of ordinances or resolutions affecting the financial condition of the City as provided in the Home Rule City Act, Act 279, Public Acts of Michigan, 1909, as amended ("Act 279"); and

WHEREAS, pursuant to Act 72 and the Contract, the EFM, as the Chief Administrative Officer of the City, is authorized to, among other things, make, approve, or disapprove any appropriation, contract, expenditure, or loan for the City as she may deem necessary within her sole discretion to accomplish the purposes of Act 72; and

WHEREAS, Rehmann Robson a Michigan corporation, is duly qualified to provide Forensic Audit Services in the State of Michigan.

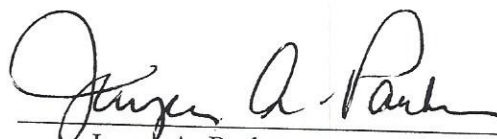
WHEREAS, the EFM has determined it is the best financial interest of the City to contract with Rehmann Robson of Jackson to provide forensic services.

WHEREAS, pursuant to Act 72, the EFM desires to authorize the officers, agents and employees of the City, including legal counsel to the City to negotiate the terms of the contract with Rehmann Robson but subject to the parameters set forth in the Order, and upon finalization of the contract to authorize the EFM to execute and deliver the contract on behalf of the City.

NOW THEREFORE, BE IT ORDERED BY THE EMERGENCY FINANCIAL MANAGER OF THE CITY OF ECORSE, PURSUANT TO ACT 72 AND THE CONTRACT, THAT:

1. Approval, Execution and Deliver of Contract. The EFM is hereby authorized and directed to execute and deliver the final forensic audit contract on behalf of the City, and upon execution, the contract shall become a valid and binding contract of the City, in accordance with its terms.
2. Repeal. All orders of the EFM, resolutions of the City Council of the City, and parts of resolutions or orders in conflict with this Order are hereby repealed to the extent of such conflict.

SO ORDERED this 5th day of October, 2010.



Joyce A. Parker
Emergency Financial Manager
City of Ecorse

Proposal for Corporate Investigative Services

for
Joyce Parker
City of Ecorse

October 1, 2010



Statement of Confidentiality

The information in this proposal is confidential and proprietary. It has been made available to the above stated company/person solely for their consideration in evaluation of this proposal. In no event shall all or any portion of this proposal be disclosed or disseminated by the above stated company/person without the express written permission of Rehmann Corporate Investigative Services, LLC.



William Kowalski
Principal, Director of Investigations
5750 New King Street, Suite 200
Troy, MI 49098
P. 248-267-8445 F. 248.267.8456
Bill.kowalski@rehmann.com
www.rehmann.com

October 1, 2010

Joyce Parker
Emergency Financial Manager
City of Ecorse
3869 West Jefferson
Ecorse, MI 48229
313.386.3372
Joyce_parker@msn.com

Dear Joyce Parker:

Thank you for sharing your concerns about the Treasurer's office. Rehmann Corporate Investigative Services (CIS) is eager to apply our industry experience to resolve this problem for you.

Based on our conversation with you, the attached proposal focuses on the specific needs you identified and how Rehmann's team of experienced professionals can address them.

When you partner with Rehmann CIS, you can expect:

- Intelligent strategy and complete discretion
- A full understanding of your business
- Responsiveness to your needs

We will contact you soon to discuss our next steps. In the meantime, if you have any questions about our proposal, please contact me at 248-267-8445.

Thank you for considering Rehmann.

Sincerely,

REHMANN CORPORATE INVESTIGATIVE SERVICES

A handwritten signature in black ink, appearing to read 'W. Kowalski'.

William Kowalski
Principal, Director of Investigations

Corporate Investigative Services



Case Information

Client: City of Ecorse
Case Name: Ecorse Fraud Risk Assessment
Contact: Joyce Parker, Emergency Financial Manager
Client Phone: 313.386.3372
Client E-mail:
Client address: 3869 West Jefferson
Ecorse, MI 48229

Request Date: September 28, 2010
Prepared by: EEB
Case Manager: William Kowalski

Client Request

- Conduct a forensic review and fraud risk assessment of the Treasurer's office.

Engagement Scope Phase 1

- RCIS will conduct a forensic review and fraud risk assessment of the Treasurer's office in the City of Ecorse. Forensic review and assessment will be conducted under the umbrella of the financial audit being conducted by Rehmann, but will focus specifically on the internal controls, or lack thereof, in the Department of the Treasurer.
- Employee interviews will be conducted as a part of this fraud risk assessment with specific attention to the responsibilities and activities of the Treasurer and Deputy Treasurer.
- A limited background on select individuals may be conducted upon further consultation with the client.

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Documentation and Confidentiality

Rehmann CIS will prepare documentation and recordation in a manner suitable for future litigation, and will ensure the integrity of evidence obtained. It is understood that disclosure of information to individuals outside the scope of this agreement is strictly prohibited.

Timeline

Rehmann CIS investigators are available to proceed with this engagement immediately upon receipt of Client signature authorizing the work/executed proposal. It is anticipated that this review can be completed in a 40-60 hour time frame.



Corporate Investigative Services



Service Team

William Kowalski, of Rehmann Corporate Investigative Services, LLC, will serve as the Lead Manager and SPOC (Single Point of Contact) for all service engagements and will be assisted by other Rehmann CIS team members and third party contractors as Mr. Kowalski deems necessary to meet the client's objectives. See the Appendix for professional biographies of Mr. Kowalski and other investigators key to this engagement.

Budget and Expense Projection

The project phases described above may be conducted within a budget established by the client. When Rehmann CIS reaches the ceiling of this budget, the project manager will contact the client. Additional field hours may be requested depending on the nature of the investigation, but any additional work will be authorized by the client.

- Phase 1: not to exceed \$3,500.
- Retainer: WAIVED

Note: The service costs and expenses submitted are "estimated" based on the information provided to Rehmann CIS by the client and subsequent research on the requested service engagement. Rehmann CIS reserves the right to modify its expense projection based on additional information from client and/or significant changes to the scope of the assignment. All requests for modification will be submitted in writing and require a signature of approval from the client.

Additional work, which would require additional fees charged to the City, must be approved by the City before the work is to be performed.

Why Rehmann

Rehmann Corporate Investigative Services (CIS) has the unique skill set and broad experience to manage the most complex investigations. All investigations are handled in the most discreet manner, comporting with all governing laws and regulations, and with the utmost attention to detail. Should any discrepancies be uncovered in this matter, our team of professional investigators, attorneys, computer forensic specialists, certified public accountants and certified fraud examiners can be called on to conduct the necessary interviews, background and asset investigations, computer forensic examinations, surveillance, and other services.

Professional Fees & Expenses – Summary

The Rehmann Corporate Investigative Services standard billing rates for services rendered range from \$75.00 to \$175.00 per hour depending on which member from the Rehmann CIS team is engaged in a specific activity. Third party contractor billing rates are negotiated on a per task and service engagement basis. Specific detail on projected expenses for new tasks and new services rendered will be furnished to the client in the form of a Service Addendum Proposal specific to each assignment. Rehmann CIS



Corporate Investigative Services



requires reimbursement of all reasonable out of pocket expenses outside of service billings that are associated with each of the individual Service Addendum Proposals. Invoices for all services rendered and expenses incurred will be generated and Client will pay such invoices upon receipt in immediate available funds.

Retainer

Rehmann Corporate Investigative Services, LLC may request a retainer fee based on anticipated up front service expenses related to travel fees, source payments, surveillance costs and other variables associated with this engagement. Rehmann CIS reserves the right to request from the client an increase in the amount of this retainer based on the evolution of the overall client service engagement. All retainers will be applied against the final invoice generated for each assignment.

Proposal Addendums

This Proposal for Corporate Investigative Services (PCIS) serves as the foundation for all individual service engagements; including current and future task assignments between Rehmann Corporate Investigative Services and the client. This PCIS defines for the client the services required for all current active service engagements and general terms, conditions and agreements relative to the service relationship. As future individual projects and specifically requested service assignments are requested by the client, "Service Addendum Proposals" (SAP) will be generated, documented and submitted to the client for approval. All Service Addendum Proposals will fall under the umbrella of this original executed PCIS.

The terms set forth in the PCIS will serve as the "agreed to" terms for all supplemental projects that are requested and approved in their entirety. Exceptions will require changes to be documented in writing and approved by signature from both parties. Any modifications to the original terms (hourly rates, retainers, etc.) that are project specific will apply only to that addendum (SAP) during the specified period of service and will cease to have any force or effect upon the completion of that addendum's services.

Please see Rehmann Corporate Investigative Services, LLC Terms & Conditions below.

Next Steps

We believe we have addressed the needs of the City of Ecorse in this proposal. However, if there is an area that requires further development or clarification, please do not hesitate to call us for clarification. Please direct your questions or unresolved concerns to Point of Contact William Kowalski at 248.267.8445.

In order to proceed with the engagement please sign and return the following Authorization form and General Terms and Conditions via e-mail to eve.berton@rehmann.com or fax to 248.267.8456.



Corporate Investigative Services



Authorization

By signing this Proposal for Corporate Investigative Services (PCIS), you represent that you have read this document, understand and agree to the terms set forth in its entirety. You also agree to the Rehmann CIS Terms and Conditions on the four pages following this Authorization. You understand that you have the right to have this Agreement reviewed by independent counsel before signing.

If the above arrangement fairly sets forth your understanding, please sign and return this Authorization form and the following Terms and Conditions, to Rehmann Corporate Investigative Services by e-mail or fax (248.267.8456). This agreement will become effective upon our receipt of this signed PCIS.

Client

Accepted by: Joyce A. Parker

Name: Joyce Parker

Title: Emergency Finance Manager

Date: 10.4.10

Address: 3869 W. Jefferson Ecorse MI 48229

Rehmann Corporate Investigative Services, LLC

Accepted by: William Kowalski

Name: William Kowalski

Title: Director of Investigations

Date: October 1, 2010

Address: Rehmann CIS
5750 New King Street, Suite 200
Troy, MI 48098

Corporate Investigative Services

General Terms & Conditions

These **General Terms and Conditions** ("Terms") shall govern the services (the "Services") provided by Rehmann Corporate Investigative Services, LLC ("Rehmann CIS") as set forth in the Agreement(s) ("Agreement(s)") as defined within the Proposal for Corporate Investigative Services (PCIS), Service Addendum Proposal(s) (SAP), or any other written agreement executed by "Client" (the "Client") regarding services performed by Rehmann CIS at the request and approval of the Client.

Section 1. Services

Rehmann CIS agrees to provide to Client the Services as set forth in the scope of proposed services described in the Agreement(s).

Section 2. Term

Unless otherwise provided, these Terms shall commence on the Effective Date set forth in the Agreement(s) and continue until completion of all elements of the scope of work as defined. These Terms and the Services may be reduced, suspended, or terminated as follows:

(a) Either Party may terminate the Agreement(s) immediately upon written notice to the other Party (i) in the event of the other Party's voluntary bankruptcy or insolvency, (ii) in the event that the other Party shall make an assignment for the benefit of creditors, or (iii) in the event that a petition shall have been filed against the other Party under bankruptcy law or any other law for relief of debtors (or other law similar in purpose or effect), which has caused such other Party to have such other Party's business effectively discontinued in its then present form; (a)(iv) in the event services rendered by Rehmann CIS jeopardize Client's ability to comply with any applicable law, regulation, rule or order, including, those mandated by any banking agency responsible for overseeing Client's operations; (a)(v) in the event Rehmann CIS, whether through its personnel or its subcontractor, wrongfully discloses Client's confidential information and the nature of such disclosure violates any of the Client's confidentiality, privacy, or security policies implemented to insure its customer protection. (b) If, after written notice by Rehmann CIS and a thirty (30) day period in which the Client may cure such non-payment, the Client shall fail to pay Rehmann CIS for the Services when due, Rehmann CIS may withhold or cease performing any Services it has agreed to perform hereunder and continue to do so until full payment has been received. (c) If Rehmann CIS fails to perform the Services in some material respect or otherwise materially breaches the Agreement(s), after written notice by the Client to Rehmann CIS of such material failure or breach and after a thirty (30) day period during which Rehmann CIS may correct its material failure to perform the Services or material breach, in which event, the Client may elect to terminate the Agreement(s) in its entirety or only as to the Services which Rehmann CIS has failed to perform or affected by, or related to, such material breach. (d) By mutual written agreement of the Client and Rehmann CIS. (e) Upon termination of the Agreement(s), Rehmann CIS shall deliver to the Client all Company documents or information relied upon by Rehmann CIS in its provision of services hereunder. Rehmann CIS may retain copies of such documents or information for historical purposes only; (f) By either party without cause after providing the other party a 30 day written notice.

Section 3. Independent Contractor

Rehmann CIS shall perform all of its obligations under the Agreement(s) as an independent contractor and all personnel furnished by Rehmann CIS ("Personnel") are and shall at all times be under direct and exclusive control of Rehmann CIS. Rehmann CIS and its designated third party contractors will withhold and pay all applicable income and payroll taxes with respect to such personnel and is solely responsible for the compensation of personnel assigned to perform Services hereunder and payment of workers' compensation, disability and other similar benefits, unemployment and other similar insurance for withholding income and payroll taxes and for verifying the work eligibility of each person performing services hereunder. Rehmann CIS reserves the right at its sole discretion to use qualified subcontractors to perform Services hereunder.

All personnel, temporary employees and/or subcontractors shall have undergone a social security number trace and a criminal background check dating back ten years. Rehmann CIS shall not knowingly permit any person, directly or indirectly, to provide services hereunder or access to Client's confidential information when such person has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with (i) a breach of trust; (ii) a felony offense; (iii) a misdemeanor involving counterfeiting, deception, embezzlement, fraud recording tampering or theft; dishonesty, theft or money laundering or (iv) the illegal manufacture, sale, distribution of or trafficking in controlled substances. Rehmann CIS further agrees to perform additional requirements, including finger printing, drug testing and credit checks as may be required by Client. Rehmann CIS agrees to perform regular due diligence on all subcontractors and to share the results of such due diligence to Client upon Client's written request.

Section 4. Personnel

Client may request that any Personnel assigned to Client be removed for any reason and Rehmann CIS shall promptly, upon receipt of written notice by Client, which written notice shall specify the basis for such removal, replace such personnel; provided however, both parties agree that such removal shall not be based in whole or in part on any reason which would result in a violation of anti-discrimination or equal employment opportunity laws by either Client or Rehmann CIS.

Initials

Date

10/5/10

Corporate Investigative Services

Section 5. Fees and Expenses

Rehmann CIS shall charge Client for Services at the rates set forth in the Agreement(s). Except as otherwise provided, premium rates may be applicable and charged to Client for work performed during recognized holidays or on overtime at the request of the Client (Rehmann CIS recognizes the following federal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

As applicable and authorized by Client, Rehmann CIS will charge the Client separately for all reasonable out-of-pocket expenses related directly to the performance of Services under the Agreement(s) including but not limited to transportation, lodging, administrative and incidental expenses.

Section 6. Representations and Warranties

Rehmann CIS represents and warrants it is a duly organized and validly existing corporation in good standing under the laws of the State of Michigan and is duly qualified to do business in each jurisdiction in which the Services are to be rendered. Rehmann CIS will comply with all federal, state, and local laws, ordinances, codes and regulations which are applicable to Client and relate to Rehmann CIS' performance of its obligations under this Agreement. If at any time during the term of this Agreement, Rehmann CIS is informed or information comes to its attention that it is or may be in violation of any law, ordinance, code, or regulation (or if it is so determined by any court, tribunal or other authority), Rehmann CIS shall immediately take all appropriate steps to remedy such violation and comply with such law, ordinance, code, or regulation in all respects, at the party's sole cost and expense. Rehmann CIS will defend, indemnify and hold harmless the Client from and against any and all claims, allegations, suits, damages, liabilities, losses, expenses, costs, including reasonable attorneys fees, or amounts payable under any judgment, verdict, court order or settlement resulting from or arising out of any damages suffered by the Client as a direct result of Rehmann CIS' failure to comply with said law, ordinance, code, or regulation. The execution and delivery of this Agreement and the performance by Rehmann CIS has been authorized and constitutes legal valid and binding obligations. Rehmann CIS maintains internal audit functions to assess internal controls and to protect the security and confidentiality of confidential information provided by the Client and further represents and warrants it maintains a comprehensive disaster recovery and business resumption plan, including procedures for back-up of data records and systems.

Section 7. Payment

In consideration of Rehmann CIS' performance of the Services, Client agrees to pay Rehmann CIS the applicable charges set forth in this Agreement. Unless subject to a good faith dispute, Client shall pay all invoices within forty-five (45) days of the date of Client's receipt of the invoice.

Section 8. Confidential Information

Rehmann CIS covenants and agrees to keep secret all "confidential information" (as defined below) relating to the business and affairs of Client (Client as used in this paragraph includes the Client and its customers; which may include Consumer Nonpublic Information as defined below) and not to use any such information other than for the benefit of Client, nor will Rehmann CIS disclose any such confidential information to any person or entity without the prior written consent of Client. Rehmann CIS further covenants and agrees to use reasonable care to safeguard from loss or misapplication all information relating to the business and affairs of Client which comes into the possession or control of Rehmann CIS. Upon the termination of this Agreement, Rehmann CIS will upon request promptly deliver to Client all "confidential information" relating to the business and affairs of Client which may then be in the possession or control of Rehmann CIS. As used in the Agreement(s), "confidential information" includes, without limitation, all information of a technical or commercial nature whether written or oral relating to the business and affairs of Client named herein. Confidential information shall also include all information which is or should reasonably be understood to be confidentiality or propriety including, without limitation: (i) customer information such as social security numbers, addresses, bank account numbers, account balances and other personal identifying information; (ii) customer product and business plans, projections, marketing data, test results and operational materials; (iii) unpublished financial information and financial statements of customers; (iv) trade secrets, patents, copyrights and all intellectual property rights; and (v) notes, analyses and studies prepared by the Client and or its customers, as well as Rehmann CIS.

In the event that Rehmann CIS or any of its representatives is requested or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigation or similar process) to disclose any of the Confidential Information, Rehmann CIS will provide Client with prompt notice of such request so that Client or the Affiliates, as applicable, may seek an appropriate protective order, or if appropriate, waive compliance with the provisions of this provision. Rehmann CIS will use its best efforts to obtain or assist Client in obtaining such a protective order.

Rehmann CIS agrees that a breach or threatened breach of the provisions of this Section shall cause immediate and irreparable injury to Client for which there exists no adequate remedy at law. Accordingly, in addition to any other rights or remedies available to Client hereunder, Rehmann CIS hereby grants Client and the Affiliates the right to appear at any time in any court of law and to obtain an order against Rehmann CIS enjoining and/or restraining Rehmann CIS from using and/or disclosing such Confidential Information except as such disclosure is permitted in this Agreement. The parties shall be bound by all provisions of each protective order and/or any determination of a court of competent jurisdiction.

Initials  Date 10/5/10

Corporate Investigative Services

Rehmann CIS agrees that it shall notify Client immediately of any material breaches in security, unauthorized entry or hacking of any of Rehmann CIS' systems, software or other secured locations, or of any unauthorized disclosures or breaches regarding any of Client's Confidential Information. Such notification shall include full information and details regarding the breach and/or unauthorized disclosure, and shall detail Rehmann CIS' proposed solution for remedying the security or confidentiality breach. Client shall be entitled, in its sole and absolute discretion, to terminate the Agreement immediately upon any such breach or unauthorized disclosure, and upon such termination, Rehmann CIS shall refund Client any applicable amounts paid to Rehmann CIS.

Nothing in this Agreement will be deemed to prevent the Client from disclosing any Confidential Information received hereunder pursuant to any regulatory, self-regulatory or supervisory authority having appropriate jurisdiction, any applicable law, regulation or court order, including, without limitation, the Securities Act of 1933 and the Securities Exchange Act of 1934, provided that (1) such disclosure will be limited to the minimum acceptable level of disclosure; (2) that Client, unless prohibited by such regulatory, self-regulatory or supervisory authority, or such law, regulation or court order, will notify the Rehmann CIS of the imminent disclosure as soon as is practicable and in all events with sufficient prior notice to allow Rehmann CIS to seek a protective order or otherwise to object; and (3) that Client will minimize or prevent such disclosure to the maximum extent allowed under applicable law, regulation or court order.

These restrictions, however, will not apply to information that has been made available to the public generally through no fault or breach of Rehmann CIS or that Client regularly gives to third parties without restriction on use or disclosure.

Section 9. Non-Solicitation

Neither Party may solicit or hire employees of the other Party during the term of the Agreement(s) or for a period of 12 months following the termination of the Agreement(s) unless prior written consent is received from a member of the non-soliciting Party's management. Notwithstanding the foregoing, nothing herein shall be construed to prohibit either Party from placing general employment opportunity advertisements or accepting referrals from recruiters who were not directed to solicit employees of the other Party, and such Party shall have no liability to the other Party if any of the other Party's employees respond to any such advertisement or recruitment and are hired by such Party pursuant to a such a response.

Section 10. Resolution of Dispute

In the unlikely event that differences concerning our Services or fees should arise that are not resolved by mutual agreement, to facilitate resolution and save time and expense of all parties, Client agrees that any and all disputes or claims related to or arising from the Agreement(s) shall be resolved by final, binding and confidential arbitration conducted in Southfield, Michigan. The arbitration shall occur using the rules and procedures of the American Arbitration Association. The decision of the arbitrator(s) shall be final, binding, and non-appealable. The parties hereby give up their right to have this case litigated in a court by a jury. The arbitrators may award costs and attorneys' fees to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All issues related to interpretation of the Agreement(s) or any issues arising out of this engagement shall be governed by the law of Michigan without application of its conflict of laws principles.

Section 11. Indemnification

Subject to Section 12, each Party shall indemnify, defend, and hold the other Party, its members, shareholders, officers, managers, directors, employees and agents, harmless from and against any and all liabilities, losses, damages, causes of action, costs and expenses, including reasonable attorney fees, arising out of, or in any way connected with, any negligent or intentional act or omission of the indemnifying Party, its members, shareholders, officers, managers, directors, employees or agents in its performance under, or in connection with, the Agreement(s); provided, however, that the indemnifying Party shall not be liable to the indemnified Party to the extent that the indemnified Party intentionally or through negligence caused such loss.

Section 12. Standard of Performance; Remedies; Damages

In performing obligations under the Agreement(s), Rehmann CIS represents that it will use the same standard of care and good faith as Rehmann CIS uses in performing services for Rehmann CIS' own account, but in no event less than a reasonable standard of care consistent with industry standards. Rehmann CIS agrees to exercise reasonable diligence to correct any deficiency, defectiveness, or negligence in the Services provided by it hereunder at no additional cost to the Client. Except as expressly set forth in this agreement, neither party makes any representation or warranty, expressed or implied, including, but not limited to, any representation or warranty as to merchantability or fitness for a particular purpose, arising out of this agreement and the services provided hereunder. Neither party shall be liable to the other for incidental or consequential damages arising from performance of this agreement. No legal action or proceeding complaining of Services provided by Rehmann CIS may be brought by the Client more than one (1) year after the date the Client discovered or should have discovered the deficiency or problem of which it complains.

Section 13. Insurance

Rehmann CIS and its designated third party contractors shall maintain in full force and effect during the entire term of the Agreement(s) (i) workers' compensation and disability insurance mandated by applicable law or regulation in each state where services are performed and (ii) commercial general liability insurance in an amount of not less than \$1 million per occurrence covering both bodily injury and property damage.

Initials

Date

10/15

Corporate Investigative Services

Section 14. Notice of Claims

Client shall give written notice to Rehmann CIS by certified mail of any claim or potential claim relating to the Agreement(s) within thirty (30) days following the date of discovery of such occurrence giving rise to such claim or potential claim. Such notice shall contain information as to the time, place, nature and extent of such loss and/or potential loss of claim.

Section 15. Entire Agreement

These Terms together with the Agreement(s) constitute the entire agreement between Client and Rehmann CIS with respect to the subject matter covered herein, and supersedes all other previous and contemporaneous communications, representations, agreements or prior proposals between the parties, regarding the subject matter hereof, written or otherwise. No terms contained in any invoice, purchase order, letter or other document issued by either party shall be deemed to supplement or amend these Terms or the Agreement(s).

Section 16. Waiver

A failure or delay of either party to the Agreement(s) to enforce any of the provisions of these Terms or the Agreement(s), or to exercise any option which is provided, or to require at any time performance of any of the provisions, shall in no way be construed to be a waiver of such provision of these Terms or the Agreement(s).

Section 17. Severability

In the event any one or more of the provisions of these Terms or the Agreement(s) shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of these Terms and the Agreement(s) shall be unimpaired and shall remain in full force and effect and the invalid, illegal or unenforceable provision may be replaced by a mutually acceptable provision, agreed to in writing.

Section 18. Survivorship

The rights and obligation set forth herein shall survive and continue after any expiration or termination of the Agreement(s) and shall bind the parties and their legal representatives, successors, heirs, and assignees for acts related to performance or conduct under the Agreement(s).

Section 19. Governing Law

The Agreement(s) shall be governed by the substantive laws of the State of Michigan, without regard to conflicts of law principles.

Section 20. Headings

The headings of these Terms are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

Section 21. Force Majeure

Neither Rehmann CIS nor Client shall be liable for delay or failure to perform its obligations hereunder caused by an event of natural disaster, casualty, acts of God, riots, terrorism, governmental acts or such other event of similar nature that is beyond its reasonable control.

IN WITNESS WHEREOF, the Client has accepted, approved and duly executed these Terms as of the day and year written below.

Client

By: James A. Park Date: 10/5/10
Signature

Rehmann CIS

By: W. J. Kovalski Date: October 1, 2010
Signature

Please initial each page and return signed agreement to RCIS.

Corporate Investigative Services



One Team, One Focus: Your Future

The more information you have, the more prepared you are to make the right decisions for your business. Rehmann Corporate Investigative Services (CIS) is a unique group of highly skilled professionals offering solutions for corporate investigative, global intelligence, insurance defense and litigation support. We respond immediately, work collaboratively and operate discreetly and comprehensively to serve your needs.

CIS can manage highly sensitive tasks, from investigating financial fraud to interviewing key employees and documenting evidence. The CIS team is comprised of former federal, state and local law enforcement officials and an international network of investigative and consulting professionals.

We offer services in the following areas:

Investigative Services

- Insurance and Corporate Defense
- Criminal Prosecution Coordination
- Fraud, Embezzlement and Theft investigations

Fire Investigation Division

- Origin and Cause Investigations
- Subrogation Issues

Forensic Accounting

- Fraud and Embezzlement
- Complex Commercial Litigation
- Financial Institution Asset Recovery

Surveillance with Advanced Technology

Threat Response and Asset Protection

- Security Survey and Risk Analysis
- Executive Protection
- Workplace Violence Prevention

Background Division

- Pre-Employment and General Backgrounds
- Corporate Acquisitions and Mergers
- Due Diligence

Computer and Information Technology Security

- Computer/Digital Forensics
- Information System Security Review

Rehmann - one of the largest accounting and consulting firms in the Midwest - offers clients national and international expertise and service through its extensive networks and relationships. Rehmann Robson, Rehmann Consulting, Rehmann Financial and Rehmann Corporate Investigative Services form a synergistic collection of business services delivered in a forward-thinking service model that guarantees complete client satisfaction and confidence.



Appendix

Biographies

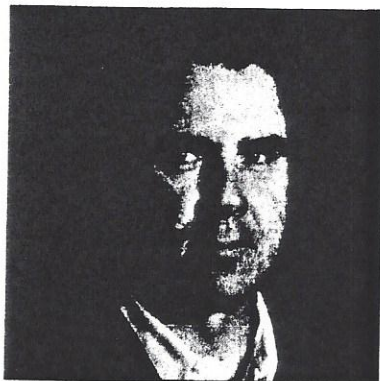
Greg Suhajda
William Kowalski
Stephen Kerby
William Edwards
Scott Bailey
Michelle Houbeck
Thomas Murphy

Services

Forensic Accounting
Investigative Services
Background Investigation Services

Gregory Suhajda

President
Corporate Investigative Services



Contact Information

Phone: 248.293.7206
Fax: 248.267.8456
Email: greg.suhajda@rehmann.com

Areas of Expertise

- Corporate Fraud
- Business Intelligence
- Domestic and International Terrorism
- Geopolitical Assessments
- Security Assessments and Consulting

Current Position

Greg is the President of Rehmann's Corporate Investigative Services department and is located in the Troy office.

Experience

Greg served as a Special Agent with both the United States Secret Service and the Federal Bureau of Investigation (FBI). Greg has extensive experience working and directing complex investigations relative to national security, organized crime, domestic and international terrorism, extortion, corporate espionage and multifaceted white-collar crimes. Greg also helped form the first Counter Terrorism/Surveillance Unit within the Secret Service and he was a key member of the FBI's Joint Terrorism Task Force as a Middle-East Intelligence Specialist.

Greg has testified in federal and local courts as well as before Federal Grand Juries. Moreover, he has interfaced with the White House and The United States Department of Justice to manage background investigations for presidential nominees.

In addition, Greg has developed and maintains an extensive network of vetted relationships throughout the United States, Europe, the Middle East and the Caribbean.

Prior to joining Rehmann, Greg co-founded and served as the President and Chief Executive Officer of Veritas Global, LLC. In this role, he advised large multi-national corporations regarding global strategy and Geo-Political assessments and developed corporate security platforms from the ground up.

Education

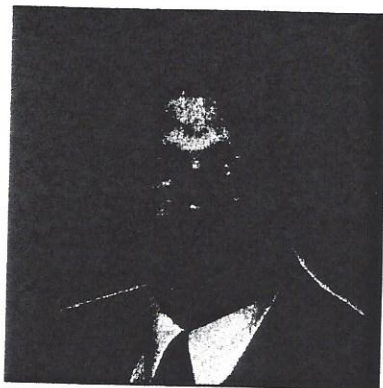
Greg earned a Bachelor's degree in Business Law from Grand Valley State University.

Professional Organizations

- FBI Agents Association
- International Association of Financial Crimes Investigators
- Society of Former Secret Service Agents
- Council of International Investigators

William J. Kowalski, J.D.

**Vice President
Director of Corporate Investigations
Corporate Investigative Services**



Contact Information

Phone: 248.293.7066
Fax: 248.952.5750
Email: bill.kowalski@rehmann.com

Areas of Expertise

- Criminal/Fraud Investigations
- Counter-Terrorism
- Crisis Management

Current Position

Bill is Vice President and Director of Corporate Investigations for Rehmann Corporate Investigative Services (CIS), formerly known as Kerby, Bailey and Associates. He is located in the Troy office.

Experience

Bill began his investigative career in 1983 as a Special Agent with the Federal Bureau of Investigation (FBI) where he received numerous awards and letters of commendation during his 25 year career. He was most recently the Assistant Special Agent in Charge of the FBI in Detroit with oversight responsibility for counter-terrorism operations throughout Michigan. Bill served the public in FBI offices in Detroit, Memphis, New York City, Flint, and Washington, D.C.

At FBI headquarters in Washington, D.C., Bill was in charge of a variety of counterintelligence and espionage investigations throughout the U.S., and was one of the first FBI agents to officially travel to Eastern Europe after the fall of the Berlin Wall.

He was also Joint Operations Commander for the 2004 Ryder Cup, Major League Baseball's 2005 All Star game, and the National Football League's 2006 Super Bowl.

Education

Bill has a Juris Doctorate from the University of Detroit Mercy, School of Law and a Bachelor of Science degree from the University of Detroit.

Professional Organizations

- Society of Former Special Agents of the FBI
- Member, Association of Certified Fraud Examiners
- Advisory Board Member, Lebanese-American Chamber of Commerce
- Trustee, Orchard Lake St. Mary's Preparatory
- Regent, Orchard Lake Schools

Stephen C. Kerby

Chief Operating Officer
Corporate Investigative Services



Contact Information

Phone: 989.790.0450

Fax: 989.790.3601

Email: stephen.kerby@rehmann.com

Areas of Expertise

- Fraud Investigations
- Insurance and Defense
- Security Consulting
- Due Diligence

Current Position

Steve is a Principal and the Chief Operating Officer of Rehmann Corporate Investigative Services (CIS), formerly known as Kerby, Bailey and Associates.

Experience

Steve started at CIS in January of 1996, and served as President from 2004-2009. He currently oversees all operations and personally leads many investigative projects. Steve has been extensively involved in fraud and background investigations and has supervised over 1,500 surveillances in connection with internal theft, insurance defense, worker's compensation, and employee productivity.

Education

Steve is a graduate of Central Michigan University, where he received a degree in finance in 1993 and a master's degree in business administration in 1997. He attended and completed the John E. Reid and Associates course on interviewing and interrogation in 1996. Steve has also completed the Dale Carnegie Leadership and Sales Training program and is a graduate of Leadership Saginaw. Most recently, Steve has completed extensive study and training in the area of forensics and fraud investigation.

Professional Organizations

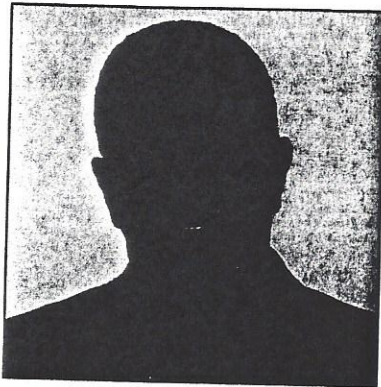
- Association of Certified Fraud Examiners
- Leadership Saginaw - Member
- Northwest Kiwanis Club
- Saginaw Valley Adjusters Association
- United Way of Saginaw County - Board Member

Personal Mission Statement

Thoroughness and attention to detail are the hallmark of my work and the work of my staff.

William F. Edwards, CPA

**Principal
Senior Investigator
Corporate Investigative Services**



Contact Information

Phone: 248.293.7187
Fax: 248.267.8456
Email: bill.edwards@rehmann.com

Areas of Expertise

- Financial Institutions
- Health Care Providers
- Background Investigations
- Asset Searches

Current Position

Bill is a Senior Investigator and the Director of Financial Investigations with Rehmann's Corporate Investigative Services department and is located in the Troy office.

Experience

Bill served as a Special Agent with the Detroit Division of the Federal Bureau of Investigation (FBI), retiring in 2005. He has more than 29 years of experience supervising and working on complex white collar crime investigations and asset searches in both the financial institution and health care industries, as well as investigating environmental crimes for the Environmental Protection Agency (EPA). Bill also supervised the Applicant Program while with the Detroit FBI which included background investigations on Special Agent applicants, support personnel and Presidential appointments.

Prior to joining Rehmann, Bill was the Investigations Manager for over 4 years at Comerica Bank in Auburn Hills, Michigan where he managed both internal and external investigations for the bank's Michigan, Texas, California, Arizona and Florida locations.

Education

Bill holds a Bachelor of Science degree in Accounting from Saint Joseph's College in Rensselaer, Indiana. He is a Certified Public Accountant in the State of Indiana (inactive status).

Professional Organizations

- Society of Former Special Agents of the FBI
- Oakland County Association of Chiefs of Police

Scott A. Bailey, CISM

Director of Digital Forensics and
IT Security Consulting
Corporate Investigative Services



Contact Information

Phone: 248.293.7059

Fax: 248.952.5750

Email: scott.bailey@rehmann.com

Areas of Expertise

- Digital Forensics / e-Discovery
- Litigation Support
- Incident Response/Mitigation
- Technology Risk Management
- Information Technology Audits
- IT Risk & Vulnerability Assessments
- IT Strategic Planning

Current Position

Scott is the Director of Digital Forensics and IT Security Consulting with Rehmann Corporate Investigative Services (CIS), formerly known as Kerby, Bailey and Associates.

Experience

Scott has over 24 years of experience in risk management, information security, and digital forensic fields. He is nationally recognized for his expertise in information security and has consulted for Fortune 500 companies, major financial institutions on internal controls, IT security, data encryption, strategic planning and policy development. He has assisted companies regarding compliance with Sarbanes-Oxley and Gramm-Leach-Bliley Acts and has conducted national seminars. Scott has also assisted companies with information technology strategic planning, stepping in as a temporary CIO when needed. In addition, Scott is a subject matter expert in digital forensics and e-Discovery, and has worked with corporations, law firms and law enforcement agencies on a variety of cases.

Previously, Scott worked as Director of Technology Risk Management for a global professional services firm, Data Processing Manager for a large financial institution and Software Architect for one of the Big Three automakers, where he developed enterprise software. Subsequent to this, as president of a private technology and software company, he provided expertise to the FBI, the U.S. Secret Service, law enforcement agencies, and public and private sector clients.

Education

Scott attended Oakland University in Rochester, Michigan, with a concentration on Computer Information Science and is a Certified Information Security Manager.

Professional Organizations

- Institute of Internal Auditors
- Information Systems Audit and Control Association

Michelle Houbeck

Director of Intelligence and Research
Corporate Investigative Services



Contact Information

Phone: 248.293.7153

Fax: 248.267.8456

Email: michelle.houbeck@rehmann.com

Areas of Expertise

- Asset investigations
- Background investigations on individuals and businesses
- White collar crime investigations
- Due diligence investigations

Current Position

Michelle is the Director of Intelligence and Research with Rehmann's Corporate Investigative Services department. She is located in the Troy office.

Experience

Michelle has over five years experience and is recognized as one of the industry leaders in conducting complex background and asset investigations. She has built a reputation for providing clients with hard to obtain information, quickly and with unrivaled detail. Her extensive knowledge of data resources, investigative techniques, and her broad network of domestic and international sources, allow her to provide the highest quality and most accurate investigations possible.

Michelle's investigations often prevent clients from hiring the wrong employee, investing in the wrong company or individual, or failing to receive fair judgments in court.

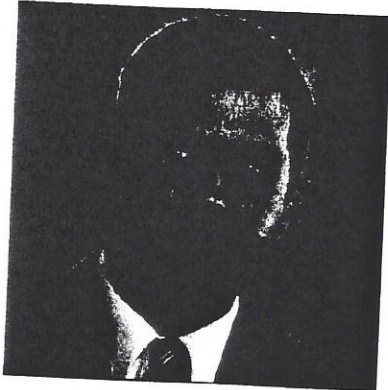
Prior to joining Rehmann, Michelle was a Case Manager with Veritas Global, LLC, where she assisted individuals and corporations in successfully locating millions of dollars in hidden assets and conducted background investigations that enabled clients to make more informed critical business decisions.

Education

Michelle holds a Bachelor's degree with honors in Political Science/Pre-Law from Michigan State University.

Thomas A. Murphy

Director of Intelligence and Research
Corporate Investigative Services



Contact Information

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Fax: 989.790.3601

Email: thomas.murphy@rehmann.com

Areas of Expertise

- Due Diligence
- General Backgrounds
- Competitive Intelligence
- Asset Investigation
- Missing Persons & Witness Location
- Lost Heirs & Estate Research
- Death Investigation Backgrounds

Current Position

Thomas is the Director of Intelligence and Research for Rehmann Corporate Investigative Services (CIS), formerly known as Kerby, Bailey and Associates. He is located in our Saginaw office.

Experience

Thomas joined CIS in 1999 as an investigative researcher. Since that time, he has coordinated and supervised backgrounds on thousands of subjects, in addition to locating numerous missing persons or witnesses. His background efforts have linked individuals to organized crime, located lost heirs throughout the United States, tracked identity theft issues, and furthered investigations relating to embezzlement, wrongful death, insurance fraud, and workplace violence. In addition to due diligence, corporate acquisition, and merger, Thomas has conducted a variety of external and internal social engineering investigations to identify vulnerabilities in security.

Education

Thomas, a former sergeant in the United States Marine Corps, graduated Western Michigan University with a bachelor's degree in criminal justice. He is a graduate of three separate Dale Carnegie leadership courses and a Saginaw Leadership 2007 graduate. He is currently pursuing a Master of Arts in English degree at Central Michigan University. Thomas has written and published articles concerning pre-employment backgrounds and has given numerous presentations on this topic to businesses and civic groups.

Professional Organizations

- Saginaw Valley Adjusters Association
- Leadership Saginaw Alumni

Personal Mission Statement

Thomas believes that integrity and accuracy are the building blocks of a successful background investigative program.





One team.
One focus.
Your success.

Forensic Accounting

Features:

When a dispute involving suspected fraud, an insurance claim, or commercial litigation arises, you can count on the investigation and financial experts at Rehmann Corporate Investigative Services (CIS), a member of Rehmann, for a comprehensive resolution.

Our unique team includes:

- Professional Investigators
- Computer Forensic Specialists
- Certified Public Accountants
- Certified Fraud Examiners

Working collectively or individually, our consultants help you build your case and will liaise with local law enforcement and prosecutors when needed. With our investigators' law enforcement backgrounds, you'll have someone on your team with a keen understanding of investigative methods, advanced interviewing techniques, and data analysis to assist in the following:

- Fraud and embezzlement
- Complex commercial litigation
- Healthcare fraud and abuse
- Matrimonial disputes
- Shareholder and partnership disputes
- Estates and trusts
- Misappropriation of assets

We respond immediately, discreetly, and comprehensively to any suspected criminal or civil case, providing you with a true picture of key events, transactions, and business dealings.

Key Benefits:

CIS provides credible and verifiable information that will stand up to the toughest scrutiny. Our consultants uncover hidden assets, detect fraud or embezzlement, and locate evidence to assist attorneys in building a case.

A Complete Case – CIS can handle highly sensitive tasks, from investigating financial data to discreetly interviewing key employees and documenting evidence. Nowhere else in Michigan can you find accounting expertise and professional investigation capabilities in one company.

A Confidential Approach – During disputes and suspected fraud or embezzlement situations, utmost confidentiality is key to a successful resolution and protection of your organization's reputation. Our consultants work with you to quickly and quietly gather the information you need to make an informed decision.

For More Information:

Please visit our website, www.rehmann.com/cis, or contact:

Bill Edwards, CPA
Principal
248.267.8445
bill.edwards@rehmann.com



One team.
One focus.
Your success.

Investigation Services

Features:

Founded by a former investigative and management official of the Federal Bureau of Investigation, Rehmann Corporate Investigative Services (CIS) offers a wide range of traditional services, including:

- Insurance and Corporate Defense
- Criminal Prosecution Coordination
- Fraud, Embezzlement, and Theft Investigations
- Labor and Employment Investigations
- Global Asset Analysis/Location and Due Diligence
- Undercover Investigations
- Background Investigations
- Witness Location
- Fire Origin and Cause Investigations
- FCC Litigation Support
- Identity Theft
- Mortgage Fraud
- Medicare Fraud

Experienced Professionals comprised of former federal, state, and local law enforcement officials assure you complete confidentiality. All investigations are handled in the most discreet manner, legally, and with the utmost attention to detail.

We have access to an International Network of investigative and consulting professionals including former federal, state, and local law enforcement colleagues in every major city in the U.S.

Key Benefits:

The more information you have, the more prepared you are to make decisions about your business.

Reduce Liability – The first step in reducing your liability is prevention. Background investigations can uncover areas of concern before any incident, and undercover investigations can root out problems before they become serious.

Protect Your Assets – Fraud or embezzlement can have a huge impact on your profits and company reputation.

For More Information:

Please visit our website, www.rehmann.com/cis, or contact:

Greg Suhajda
President
248.267.8445
greg.suhajda@rehmann.com



One team.
One focus.
Your success.

Background Investigation Services

Features:

Performing a background investigation is an effective tool in making sound business decisions. Rehmann Corporate Investigative Services (CIS) can provide you with the information you need to avoid costly mistakes by providing:

- Pre-employment Background Checks
- General Background Investigations
- Due Diligence Investigations
- Asset Investigations
- Geo-Political Backgrounds

Pre-employment background checks, conducted in a professional, ethical, and discreet manner, provide you with credit, financial, criminal and civil history; employment, education and reference verification; and federal and driving records.

General background investigations provide valuable information about existing employees, individuals suing your company or client, or other liabilities, such as insurance fraud, workplace harassment, or negligence.

Due diligence investigations on domestic and foreign corporations or institutions provide research you need in determining the integrity of a business when considering a merger, a subsidiary, or a formal business partner, or assessing the risk or liability of loan applicants.

Asset investigations determine an individual's or business' fiscal status to include physical and liquid assets and determine the probability of collection.

Geo-Political Backgrounds provide strategic intelligence on global economic, security and political issues.

Key Benefits:

Whether you are hiring an employee, doing business with another company, or conducting an asset analysis, a background investigation by CIS can save you time and resources.

Avoid Liability – If you hire an employee without conducting a background check and an incident occurs, *you* are responsible.

Assure Compliance with Fair Hiring Processes – Our pre-employment screening process complies with the Fair Credit Reporting Act (FCRA).

Avoid Costly Business Mistakes – Know all the details of an important merger, including the backgrounds of a company's key executive members, before all the papers are signed.

Arm Yourself with Information – We conduct domestic and foreign corporate investigative backgrounds related to business mergers, affiliates, subsidiaries, and competitors.

For More Information:

Please visit our website, www.rehmann.com/cis, or contact:

Thomas Murphy
Director of Intelligence and Research
989.790.0450
thomas.murphy@rehmann.com